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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

COMMURE, INC., a Delaware corporation,

Plaintiff,

vs.

CANOPY WORKS, INC. f/k/a SMPLABS,
INC., a Delaware corporation, SHAN SINHA,
an individual, and VINAY PULIM, an
individual,

Defendants.

Case No. 3:24-cv-02592-AMO

Honorable Araceli Martínez-Olguín

**[PROPOSED] ORDER GRANTING
PLAINTIFF COMMURE, INC.'S
MOTION FOR PRELIMINARY
INJUNCTION**

Date: January 2, 2025

Time: 2:00 p.m.

Courtroom: 10, 19th Floor

1 The Court has received Plaintiff Commure, Inc.'s ("Commure") Motion for Preliminary
 2 Injunction (the "Motion"). Having considered the Motion and all supporting papers, the response
 3 of Defendant Canopy Works, Inc. ("Canopy"), and replies thereto, and all other arguments of the
 4 parties, and good cause having been shown, the Court finds that Commure is entitled to a
 5 preliminary injunction.

6 In consideration of the record, Commure has demonstrated that: (i) it is likely to succeed on
 7 the merits of its breach of contract claim; (ii) absent injunctive relief, Commure is likely to suffer
 8 irreparable harm; (iii) the balance of equities favors Commure; and (iv) the public interest supports
 9 an injunction.

10 Accordingly, the Court GRANTS the Motion and hereby ORDERS as follows:

11 1. Canopy is preliminary enjoined and restrained, pending trial in this matter, from
 12 failing to comply with its obligations under the Reseller Agreement (the "Agreement"), including:

13 (a) refusing to acknowledge valid warranty claims for defective, unencrypted
 14 badges as set forth in the Reseller Agreement,

15 (b) impeding Commure's ability to obtain replacement, encrypted badges that
 16 conform to the requirements in the Reseller Agreement, or

17 (c) interpreting the warranty provisions of the Reseller Agreement in a manner
 18 that would allow the circulation of non-conforming, unencrypted badges.

19 2. The Court shall retain jurisdiction to enforce the terms of this injunction.

20 **IT IS SO ORDERED.**

21
 22
 23 DATED: _____, 2024

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 26 HONORABLE ARACELI MARTÍNEZ-OLGUÍN